1944.

File No. O. Paper Control / 44.

A **BRANCH**

Subject:—

Opinions under the Paper Control Order, 1942 and Paper Control Economy Order, 1944.

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C O N T E N T S.

Legal Department File No. P O. Paper Control / 44.

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NAB 21/7

PHB 24/7

Office of the R.L.A.

"Advertising circular" as defined in clause 2(a) of the Paper Control Order, 1942 means anything composed if or containing paper and distributed in substantially identical form to more than 12 persons for the purpose of advertising but shall be deemed ex not to include any diary containing matter on not more than 8 pages thereof. Subclause (1)(a) of clause 6 prohibits gratuitous distribution of any advertising circular of any description relating to the sale of any goods or to any profession, trade or business. Sub-clause (1)(b) prohibits gratuitous distribution in any calendar month of advertising Circular of any description the aggregate weight of which exceeds 50 lbs. except under authority in writing of the Central Government. Sub-clause (2) provides that nothing in this clause shall prevent gratuitous distribution of circulars falling under (a) to (f). Handbills and post cards containing an appeal to voters for voting in favour of a certain candidate do not fall within the ambit of sub-clause (1)(b) of clause 6, nor do they fall under sub-clause (2). They are composed of or contain paper and are distributed for the purposes of advertising in substantially identical for to more than 12 persons within the meaning of clause 2(a). Consequently they would fall under sub-clause (1)(b) of clause 6 and could be distributed without authority up to 50 lbs. in any calendar month. Clause 8(e) has no application to such handbills and post cards.

Id/- (P.N.M.)
14/2/44.

Remembrancer of Legal Affairs.

U.O.R. to F.D.(Supply), No.21211, dated the 14th February 1944.

R.D.P.
11/7/56

£ S.C.

Office of the R.L.A.

In my opinion the price lists at pages 13-16 are trade catalogues within the meaning of clause 6(2)(c) of the Paper Control Order, 1942.

Id/-

P.N.M.

15/2/44.

Remembrancer of Legal Affairs.

U.R. to F.D.(Supply),No.1240,

dated the 16th February 1944.

R.D.P.
11/7/56

5.C.

Office of the R.L.A.

Clause 8(d) of the Paper Control Order, 1942, inter alia provides that no person shall produce or print from paper or wood pulp any programme relating to any entertainment, race of sports or athletic meeting and having a total area (measured on one side of each of its sheets including any cover) greated than 80 square inches. The expression "programme" has not been defined in the Order. Consequently it has to be given its ordinary meaning. "Programme" means "descriptive notice of series of e vents e.g. of course of study, concert etc. definite plan of intending proceedings. (See the Concise Oxford Dictionary of Current English). The pamphlet in the present case styles itself a s programme for t he w eek commencing etc. and contains a brief story of the picture to be shown at the theatre during thew week. The fourth page no doubt contains an advertisement of the Eagle Star Insurance Co.Ltd. But the main purpose of publishing the pamphlet is not to advertise the Eagle Star Insurance Co. The Cinema could be reasonably maintain that its purpose was to give xxx notice of t he dates and nature of future films and that the pamphlet is xx essentially a programme, as indeed it is called. Although the point is not free from doubt, the pamphlet is in my opindon a programme and not an advertising circular.

Id/- P.N.M.
1/5/44.

Remembrancer of Legal Affairs.

U.R. to F.D.(Supply),No.3211,dated the 2nd May 1944.

R.D.P.
11/7/56

S.C.

Office of the R.L.A.

It appears that "Swatantra Bharat" of Ahmedabad which was started as a weekly newspaper in September 1941 has recently been converted into a daily; but it is not in receipt of a newsprint ration. The question referred to the R.L.A. for consideration is whether "Swatantra Bharat" has violated the Paper Control Order, 1942.

Proviso to clause 3 of the Paper Control Order, 1942 provided that nothing in that clause shall apply to newspaper as defined in the Newspaper Control Order, 1942. "Newspaper" as defined in clause 2(a) of the Newspaper Control Order means any periodical publication containing public news or comments on public news, printed wholly or in part on newsprint and published at intervals of not more than fifteen days. "Newsprint" has the same meaning as in the Newspaper Control Order 1941 (see clause 2(b) of the Newspaper Control Order). "Newsprint" as defined in clause 2(b) of the Newsprint Control Order 1941 means white printing paper, in reels or in sheets, the fibre content of which comprises not less than 70 per cent of mechanical wood pulp. Clause 3(4) of that Order provides that no proprietor of a newspaper shall after the 10th April 1943 use newsprint in excess of the quantity which he is authorised to use during that period under a permit issued to him in this behalf. Since the proprietor of "Swatantra Bharat" is not in receipt of a newsprint ration, he would be liable for the breach of the Newsprint Control Order, 1941 provided the newspaper is printed on white printing paper in reels or in sheets the fibre content of which comprises not less than 70 per cent. of mechanical wood pulp. If however that newspaper is not printed on such paper, proviso to clause 3 of the Paper Control

Order will not apply and the proprietor of "Swatantra Bharat" can be prosecuted for breach of clause 3(b)(i) of the Paper Control Order.

The next question for the consideration of the of the R.L.A. is whether before accepting the declaration under the Press and Registration of Books Act, 1867 the Presidency Magistrate can insist on the declarant obtaining the sanction of the Government of India under clause 3(i) of the Paper Control Order. This question was considered by the R.L.A. in his opinion No.87-Confl., dated the 7th March 1944. As pointed out in that opinion it is not necessary for the Presidency Magistrate, while authenticating the declaration under section 6 of the Press and Registration of Books Act, to see that clause 3(i) of the Paper Control Order is also satisfied. Consequently it would not be open to the Magistrate ~~x~~ to refuse to accept a declaration made under the Press and Registration of Books Act, merely on the ground that clause 3(i) of the Paper Control Order is not complied with. But there seems to me no objection at all in asking Magistrate to ascertain ~~whether the~~ whether the written permission has been obtained or in warning the applicant that he must obtain written permission.

Id/- P.N.M.
11/5/44.

Remembrancer of Legal Affairs.

U.R. to F.D.(Supply),No.3440,dated the 12th May 1944.

R.D.P.
11/7/56

S.C.

Office of the R.L.A.

In view of the opinion of the Provincial Paper Controller, Bombay, at page ante, the properietor of "Swatantra Bharat" has committed a breach of the Newsprint Control Order, 1941, in which case no breach of the Paper Control Order, 1942 would be involved.

Id/-

P.N.M.

22/7/44.

Remembrancer of Legal Affairs.

U.R. to F.D.(Supply),No.5224,

dated the 24th July 1944.

R.D.P.
11/7/56

S.C.

Office of the R.L.A.

The three booklets are advertising circulars relating to certain film productions and would be in contravention of clause 6(1)(a) of the Paper Control Order, 1942, if distributed to more than 12 persons.

Id/-

P.M.M.

28/6/44.

Remembrancer of Legal Affairs.

U.R. to F.D. (Supply), No. 4863,

dated the 29th June 1944.

R.D.P.
11/7/66

S.C.

question is an advertising circular relating to the sale of bloodstock. The term 'goods' unless restrained by the context embrances bloodstock. Under both the Indian and English Sale of Goods Act, "goods" includes live animals. Since the book is to be distributed to more than 12 persons ~~a~~ for the purpose of advertising the sale of bloodstock it would, it seems, come within the purview of clause 13(1)(a) or clause 13(1)(b), as the case may be. It cannot be deemed to be ~~a~~ a trade catalogue since the copies ~~thereof~~ thereof are not proposed to be despatched to wholesalers or retailers and consequently it is not saved by the provisions of clause 13(2) of the Order.

Id/-

P.N.M.

13/11/44.

Remembrancer of Legal Affairs.

Supply Commissioner. No. 7934

dated 13-11-1944.

R.D.P.
11/7/56

S.C.

Office of the R.L.A.

It appears that the Royal Western India Turf Club,Ltd. proposes to hold an auction sale of two year old bloodstock at the race course, Bombay, for which purpose a book containing the conditions of sale description of such bloodstock and their parentage has been preinted and each copy is priced at one rupee The question for the consideration of the R.L.A. is whether the book is an advertising circular or a trade catalogue within the meaning of the Paper Control (Economy) Order, 1944.

2. "Advertising circular" as defined in clause 2(a) of the Paper Control (Economy) Order, 1944 means anything composed of or containing paper and distributed in substantially identical form to more than 12 persons for purposes of advertising. Sub-clause (a) of clause 13(1) provides that no person shall print or make or gratuitously or otherwise distribute or cause to be so distributed any advertising circular of any description relating to the sale of any goods or to any profession, trade or business. Sub-clause (b) of clause 13(1) lays down that no person shall in any calendar month after the coming into force of this Order, gratuitously or otherwise distribute or cause to be so distributed any advertising circular of any description, not covered by sub-clause(a), the aggregate weight of which exceeds 50 lbs. except under the authority in writing of the Central Government. Clause 13(2) provides that nothing in clause 13(1) shall apply to the distribution gratuitously or otherwise of an advertising circular of any of the descriptions specified in (a) to (e) thereunder to a person who requests the delivery to him of such circular. The description specified in (b) is in respect of trade catalogues despatched to wholesalers or retailers of the goods advertised therein. The book in

Office of the R.L.A.

The question for the R.L.A.'s consideration are :

(1) Whether the booklet entitled "Pukar" contravenes clause 13(1)9a) of the Paper Control (Economy) Order,1944

(2) Whether the booklets containing film songs contravene the provisions of the Paper Control (Economy) order, 1944.

(1) Clause 13(1)(a) of the Paper Control (Economy) Order 1944 provides that no person shall print or make or gratuitously or otherwise distribute or cause to be distributed any advertising circular of any description relating to the sale of any goods or to any profession trade or business. "Advertising circular" as defined in clause 2(a) of that Order means anything composed of or containing paper and distributed in substantially identical form to more than 12 persons for purposes of advertising. Reading these provisions together it will be clear that to bring a certain publication within the purview of clause 13(1)(a) of the Order it will have to be proved that the distribution thereof was mainly for purposes of advertising. In the present case the booklet entitled "Pukar" no doubt contains two advertisements - one relating to ghee and the other to tea - but the object of sale or distribution of copies of that booklet is not for purposes of advertising those articles. Consequently the view taken by the Provincial Paper Controller in his memo endorsement at page 74 ante is correct and no breach of the Order has been committeed.

(2) It appears that unless copies of the booklets containing film songs are gratuitously distributed no breach of the Order is involved (see clause 11(c) of the Order).

Id/- P.N.M.
15/11/44.
Remembrancer of Legal Affairs.

U.R. to F.D.(Supply),No.8030,dated the 16th November 194

R.D.P. 11/7/56
S.C.

Office of the R.L.A.

A contract of printing between a printer in Bombay and an Indian State is not a contract made with the Crown within the meaning of clause x 40(1) of the Paper Control (Economy) Order,1944 (see section 3(14a) of the General Clauses Act, 1897).

Id/-

P.N.M.

23/12/44

Remembrancer of Legal Affairs.

U.R. to F.D.(Supply),No.9068,

dated the 23rd December

1944.

R.D.P.
11/7/56

S.C.